

Paul R. Verhoeven
State Manager
Regulatory Affairs/Tariffs



November 15, 2000

Lynda Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

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WISCONSIN PUBLIC SERVICE
COMMISSION

Notification of an executed first amendment to the Interconnection }
Agreement between Verizon North Inc ("Verizon") f/k/a/ GTE }
North Incorporated and Sharon Telephone Company ("Sharon") }

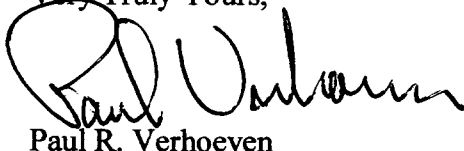
Dear Ms. Dorr,

Enclosed are the required five (5) copies of the referenced executed first amendment to the agreement between Verizon North Inc ("Verizon") f/k/a/ GTE North Incorporated, and Sharon Telephone Company ("Sharon"). The Interconnection Agreement was approved on June 11, 1997 in docket numbers 5340-MA-101 and 2180-MA-102.

I have been authorized by Sharon to submit this filing to the Public Service Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Public Service Commission's jurisdiction in this matter.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very Truly Yours,



Paul R. Verhoeven

c: Mr. Judd Genda, Sharon Telephone Company
Axley Brynson
2 East Mifflin Street, P.O. Box 1767
Madison, WI 53701-1767

Ken Barth – Public Service Commission of Wisconsin

**FIRST AMENDMENT TO THE
INTERCONNECTION AGREEMENT
BETWEEN
GTE NORTH INCORPORATED
AND
SHARON TELEPHONE COMPANY**

THIS FIRST AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN GTE NORTH INCORPORATED AND SHARON TELEPHONE COMPANY ("Amendment") is entered into on this 9th day of NOVEMBER 2000, by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") and Sharon Telephone Company ("Sharon") (Verizon and Sharon being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Interconnection Agreement Between GTE North Incorporated and Sharon Telephone Company pertaining to services provided by Verizon and Sharon in the state of Wisconsin (the "State").

RECITALS

WHEREAS, Sharon and Verizon are Parties to an Interconnection Agreement Between GTE North Incorporated and Sharon Telephone Company (the "Agreement") negotiated pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Agreement was approved by the Wisconsin Public Service Commission's ("Commission") Order dated June 11, 1997 in Docket Nos. 5430-MA-101, 2180-MA-102;

WHEREAS, the Agreement shall terminate or has terminated effective June 13, 2000 ("Termination Date");

WHEREAS, Verizon and Sharon are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Agreement (the "New Interconnection Agreement");

WHEREAS, the Parties desire to continue to exchange local telecommunications traffic without interruption after the Agreement will terminate or has been terminated; and

WHEREAS, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree to amend the term of the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that Article III, Section 2.1 of the Agreement shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until the earlier of: (1) this Agreement has been replaced by a new Agreement approved by the Public Service Commission of Wisconsin; or (2) the time period for petitioning for arbitration under Section 252(b)(1) of the Act has passed without either party petitioning for arbitration, where the time period for petitioning for arbitration is based on the date of July 31, 2000, the date on which Verizon is deemed by Stipulation between the parties, attached hereto as Exhibit A, to have received Sharon's request pursuant to Sections 251 and 252 of the Act to initiate negotiations regarding a new interconnection agreement. Nothing in this Agreement shall preclude the Parties from a subsequent stipulation and amendment which modifies the date from which timelines under Sections 251 and 252 of the Act are calculated.

2. Except as provided herein, all other provisions contained in the Agreement, including but not limited to all other terms, conditions and reservations of rights, shall remain unchanged and in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning proscribed to them in the Agreement.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be June 13, 2000 (the "Amendment Effective Date"). In light of this, the Parties hereby agree that their obligations pursuant to the Amendment shall remain in effect during the period when the Commission reviews and approves this Amendment, notwithstanding the Commission's possible initial rejection thereof during such period.

4. By entering into this Amendment, the Parties do not waive, and hereby expressly reserve their respective rights to assert: (a) ESP/ISP Traffic (i.e., any traffic bound to any enhanced service provider or Internet service provider) is (or is not) "local" traffic for which reciprocal compensation is due under Section 251(b)(5) of the Act and/or Part 51, Subpart H of the FCC Rules; and/or (b) that the Party originating such traffic is (or is not) otherwise obligated to pay to the other Party the local terminating switching rate for such traffic.

5. This Amendment constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No

representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Amendment other than those specifically set forth herein.

6. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.

7. This Amendment shall be solely governed by and interpreted under applicable federal law and Wisconsin law, without regard for any choice of law principles in Wisconsin law.

8. This Amendment may be signed in counterparts and may be transmitted by facsimile.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Amendment Effective Date.

Verizon North Inc.,
f/k/a GTE North Incorporated

By: Steven J. Pitterle

Name: Steven J. Pitterle

Title: Director-Negotiations
Network Services

Sharon Telephone Company

By: Donald E. Weig

Name: DONALD E. WEIG

Title: PRESIDENT